

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHANETTO RIVERS,

Plaintiff,

-against-

**STIPULATION OF  
SETTLEMENT  
OF PLAINTIFF'S  
COSTS AND  
ATTORNEYS' FEES  
1:23-cv-04084-JGLC**

THE CITY OF NEW YORK, JESS DANNHAUSER,  
Commissioner of the Administration for Children's Services,  
in his official capacity, YERIKA ABREU, in her individual  
capacity, and FRANK LAWANI in his individual capacity,

Defendants.  
-----X

**WHEREAS**, Plaintiff Chanetto Rivers commenced this action on May 17, 2023, alleging, *inter alia*, that Defendants the City of New York (the "City"), Jess Dannhauser, Commissioner of the Administration for Children's Services, in his official capacity, Yerika Abreu, in her individual capacity, and Frank Lawani in his individual capacity, (hereinafter "Defendants") violated Plaintiff's rights under the Fourteenth Amendment of the U.S. Constitution and Article 1 of the New York Constitution, and violated the Marihuana Regulation & Taxation Act.


**WHEREAS**, pursuant to Rule 68 of the Federal Rules of Civil Procedure, on August 7, 2023, Defendants issued an Offer of Judgment which Plaintiff accepted on August 21, 2023. On August 30, 2023, the Court issued an Order of Judgment. The above-captioned matter was resolved in accordance with the terms set forth therein.

**WHEREAS**, pursuant to the Order of Judgment, the City agreed to pay reasonable attorneys' fees, costs and expenses incurred in this action.

**THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, that Plaintiff's claims for reasonable attorneys' fees, costs, and expenses is resolved upon the following terms:

1. In consideration of the terms set forth below and in the Order of Judgment issued on August 30, 2023, the above-referenced action is hereby dismissed, with prejudice.
2. The City hereby agrees to pay Plaintiff's counsel the sum of one hundred and eighty two thousand and five hundred dollars (\$182,500.00) (the "Settlement Amount") in full satisfaction of all claims for costs, reasonable attorneys' fees, and expenses that were or could have been raised against Defendants by Plaintiff through the date of Defendants' Offer of Judgment.
3. The Settlement Amount shall be paid by the City within ninety (90) days of receipt by the Office of Corporation Counsel of (1) a so-ordered copy of this Stipulation of Settlement of Plaintiff's Costs and Attorneys' Fees; (2) a W-9 form for Arnold & Porter; and (3) a release executed by each of Plaintiff and Arnold & Porter and The Bronx Defenders consistent with the terms of Paragraph 4 below. The Settlement Amount shall be made by check payable to "Arnold & Porter" and shall be sent to Attention: Lucy McMillan, Arnold & Porter, 250 West 55th Street, New York, NY 10019.
4. Upon payment of the Settlement Amount, Plaintiff shall be deemed to have released Defendants, and all departments, officials, employees, representatives and agents of the City, past and present, in their individual or official capacities, from any claims for costs, reasonable attorneys' fees, and expenses that were or could have been raised against Defendants in this action.
5. This agreement is not to be construed as an admission that the Defendants, or any departments, officials, employees, representatives and agents of the City, past and present, in their individual or official capacities, violated Plaintiff's constitutional rights, violated an applicable rule or regulation, or are in any way liable to Plaintiff.
6. Nothing herein shall be construed as an admission or acknowledgment by Defendants that the hourly rates sought or hours expended by Plaintiff's counsel are reasonable.
7. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except for the purposes of further proceedings in this case, including any proceedings to enforce the terms of this agreement.
8. This Stipulation contains all the terms and conditions agreed upon by the parties, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the settlement of attorneys' fees and costs in the instant action, other than the So-Ordered Stipulation of Settlement, shall be deemed to exist, or to bind the parties, or to vary the terms and conditions contained herein.
9. The parties have reviewed this agreement, and any rule of construction by which any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this agreement.
10. This Stipulation may be signed in counterparts and a facsimile, electronic, and/or scanned signature shall be deemed an original.

Dated: December 21, 2023  
New York, New York



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Michael Schissel  
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SO ORDERED:



JESSICA G. L. CLARKE  
United States District Judge

Dated: December 22, 2023